

RETURN

(116)

To an Order of the House of Commons, dated the 26th March, 1906, for a statement containing the following information concerning the water powers in the possession and under the control of the Dominion Government:—

1. The province and locality within the province where the water power is situated.
2. A summary of the report or reports made to the Government on such water power if any report has been made, with date of the report and name of the party who has reported.
3. The power susceptible of being developed.
4. If under lease, or alienated in any way, the name of the lessee or purchaser, date, duration and condition of lease or purchase.
5. If under lease or alienated, whether public tenders were called for through the newspaper before lease or alienation took place.
6. If under lease or alienated, whether any report was sought and obtained by the Government previous to such alienation, and by what officer such report was made to the Government, and the purport of such report, as well as its date.
7. If under lease or alienation in any way, the amount due the Government for rent or price of sale and arrears.
8. If under lease or alienated, whether the conditions of alienation have been fulfilled.

R. W. SCOTT,
Secretary of State.

MEMORANDUM.

Referring to the following list of leases, the rents are collected by the Department of Inland Revenue.

Tenders were not called for through the newspapers before the leases were granted.

Perley & Pattee.—Lease of land; Government reserve at head of Chaudière Island, Ottawa river, containing 1 acre, 2 rods and 16 poles. Date, March 28, 1881. Duration, during good pleasure. Rent, \$96 per annum.

Bronson & Weston.—Part of Government reserve, south side of Middle street, Victoria island, Ottawa, Ont. (Area, 8,298 sq. feet.) Date, February 2, 1885. Duration, 21 years. Rent, \$50 per annum.

J. R. Booth.—Part of Government reserve at the Chaudière, Ottawa. Area, 93,870 sq. feet.) Date of lease, April 20, 1885. Duration, 21 years. Rent, \$104 per annum.

Bronson & Weston.—Lease of water lot in front of the wharf on the southerly side of the island of South Chaudière slide. Duration, 21 years. Rent, \$50 per annum.

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Nérée Tétreault.—Lease of excavated channel slide and two dams north side of Little Chaudière rapids and falls, Ottawa river. Date of lease, March 1, 1886. Duration, 21 years. Rent, \$25 per annum.

W. G. Perley, et al.—Disputes having arisen between the original lessees of the hydraulic lots at the Chaudière, Ottawa, and the government of Canada, the lessees, on November 19, 1889, paid to the Crown the accrued rents due, amounting to the sum of \$64,685. The lessees at the same time surrendered the lots to the Crown, and new leases were issued as follows:—

W. G. Perley, et al.—Lots B, C, D, M, N, O, P.

J. R. Booth.—Lots E, F, G.

R. Blackburn, et al.—Lots H, I, J.

Margaret Petrie.—Lot K.

A. H. Baldwin.—Lot L.

Bank of Montreal.—Lots Q, R, T.

Milton Merrill.—Lot S.

Bronsons & Weston Lumber Co.—Lots U, V, W, X, Y, Z.

Each of the above leases to run 21 years from January 1, 1890, renewable at similar periods of 21 years forever. Annual rental, \$100 for each lot. About 150 h.p. to each lot.

J. R. Booth.—Piece of land, southwesterly end of Union bridge at Chaudière falls. Area, 9,714 sq. feet. Date, May 12, 1891. Duration, 21 years. Rent, \$150 per annum.

Colin Dewar.—Lease of land on Victoria island, Chaudière, Ottawa. Area, 2,244 sq. feet. Date, July 15, 1891. Rent, \$5 per annum. Duration, good pleasure.

The Ottawa Electric Company.—Land at Chaudière island, small reserve, marked pa. Date of lease, January 11, 1898. Duration, 20 years. Rent, \$10 per annum.

The Bronson Company.—Lease of a portion of Amélia island, Ottawa. Area, 7,500 sq. feet. Date, October 9, 1900. Rent, \$100 per annum.

The Upper Ottawa Improvement Company.—Lease of portion of government reserve, Victoria island, Ottawa. Area, 1,947 sq. feet. Date, December 22, 1903. Duration, 10 years. Rent, \$2 per annum.

Lease No. 5790, dated December 4, 1905.—His Majesty to the Pembroke Electric Light Company, Limited. Lease of a portion of the government reserve at High falls, Black river, Pontiac county, P.Q., for permission to lay iron flumes and to erect a power-house, poles for transmission of electricity for a period of twenty-five (25) years at a yearly rental of \$25. Renewable for similar period or periods. Optional with H.M.

Lease No. 5579; date of lease, June 23, 1905.—His Majesty to Antoine Rousseau of the city of Montreal. Lease of ground commonly called the Calumet slides, Ottawa river, for the privilege of using the sheet of water between the government boom and the bulkhead, and permission to erect a traffic bridge across the slide channel for a period of twenty years, from July 1, 1905, at a yearly rental of \$25. Renewable optional with H. M.

Transfer dated May 22, 1903.—Transfer by the Misses M. J. S. Carmicheal, Margaret Carmichael and Lorina Carmichael to Antoine Rousseau, of a sawmill on island No. 9, Ottawa river, near Bryson, with all privileges, rights and concessions contained in lease dated January 7, 1863, by Her Majesty the Queen to the late Duncan Carmichael, for the consideration of \$150.

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LEASE OF HYDRAULIC LOTS AT THE CHAUDIÈRE FALLS IN THE CITY OF OTTAWA.

Her Majesty Queen Victoria to William Goodhue Perley, et al.

Dated November 19, A.D. 1889.

This Indenture made this Nineteenth day of November, in the year of Our Lord One thousand eight hundred and eighty-nine, 'In pursuance of the Act respecting Short Forms of Conveyance';

Between HER MAJESTY QUEEN VICTORIA, represented herein by THE MINISTER OF PUBLIC WORKS OF THE DOMINION OF CANADA,

of the first part;

WILLIAM GOODHUE PERLEY, GORDON BURLEIGH PATTEE, GEORGE HALSEY PERLEY and CHARLES BERKELEY POWELL, all of the city of Ottawa, in the county of Carleton and province of Ontario and Dominion of Canada, lumber manufacturers, carrying on business under the name, style and firm of PERLEY & PATTEE,

of the second part;

JOHN RUDOLPHUS BOOTH, of the said city of Ottawa, lumber manufacturer,

of the third part;

ROBERT BLACKBURN, ISABELLA MCKAY and THOMAS MASSON MCKAY, of the said city of Ottawa, trustees under the last will of the late Thomas McKay,

of the fourth part;

MARGARET PETRIE, of the said City of Ottawa, widow,

of the fifth part;

ALANSON H. BALDWIN, of the said city of Ottawa, lumber manufacturer,

of the sixth part;

THE BANK OF MONTREAL,

of the seventh part;

MILTON MERRILL, of the said city of Ottawa, machinist,

of the eighth part;

THE BRONSONS & WESTON LUMBER COMPANY, LIMITED,

of the ninth part;

GEORGINA M. PERLEY, of the said city, wife of the said William Goodhue Perley,

of the tenth part;

MARY N. PATTEE, of the said city, wife of the said Gordon Burleigh Pattee,

of the eleventh part;

ANNIE M. PERLEY, of the said city, wife of the said George Halsey Perley,

of the twelfth part;

HELEN LOUISE POWELL, of the said city, wife of the said Charles Berkeley Powell,

of the thirteenth part;

MELISSA BALDWIN, of the said city, wife of the said Alanson H. Baldwin;

of the fourteenth part;

SUSIE EDWINA MERRILL, of the said city, wife of the said Milton Merrill,

of the fifteenth part;

Whereas, in and prior to the year one thousand eight hundred and fifty-one, those certain parcels of land situate within the limits of the city of Ottawa, in that part of the then province of Canada called 'Upper Canada,' and known as 'Chaudière island,' and 'Victoria island,' respectively, lying on the southerly side of the Ottawa river, in the vicinity of the Chaudière falls, were vested in Her said Majesty;

And whereas, in or about the said year of Our Lord 1851, the then government of the said province of Canada caused a survey of the said islands to be made and had the same subdivided into hydraulic and building lots, the hydraulic lots being lettered respectively B, C, D, E, F, G, H, I, J, K, L, M, N, O and P on Chaudière island, and Q, R, S, T, U, V, W, X, Y and Z on Victoria island, as the same were laid down on a plan

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of these islands as surveyed into building and hydraulic lots, under the orders of the then Commissioners of Public Works for the said province, by Messrs Bell and Russell, provincial land surveyors, in the year of Our Lord 1851, bearing date at Quebec on the 6th day of May, A.D. 1852, and signed Saml. Keefer, Chief Engineer of Public Works, filed in the office of the Secretary of the Public Works of said province.

And whereas, on the twenty-seventh day of September, in the year of Our Lord eighteen hundred and sixty-one, royal letters patent were duly issued under the great seal of the said province of Canada in favour of the said Gordon Burleigh Pattee, William Goodhue Perley and Lorenzo Dow Brown, for the said hydraulic lot lettered B, on the north side of Chaudière island, in the said city of Ottawa, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent are hereinafter set forth in full as follows:—

EDMUND HEAD.

‘ Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

‘ To all to whom these presents shall come, greeting.

‘ Know ye that in consideration of the sum of one thousand nine hundred and sixty dollars of lawful money of our province of Canada, by Gordon Burleigh Pattee, of the city of Ottawa, in the county of Carleton, in our said province, lumberer, William Goodhue Perley, of the same place, lumberer, and Lorenzo Down Brown, of the same place, lumberer, hereinafter designated as the grantees, to our Commissioner of Public Works in hand well and truly paid to our use at or before the sealing of these letters patent, we have granted, sold, aliened, conveyed and assured, and by these presents do grant, sell, alien, convey and assure until the said grantee, their heirs and assigns forever,

‘ All that parcel or tract of land situate, lying and being in the city of Ottawa, in the county of Carleton, in our said province, containing by admeasurement eighteen thousand four hundred square links, be the same more or less, which said parcel or tract of land may be otherwise known as hydraulic lot B, on the north side of Chaudière island, in the city of Ottawa aforesaid, as laid down upon a plan of the Chaudière island, at the said city of Ottawa, as surveyed out into building and hydraulic lots, under the orders of the then Commissioners of Public Works, by Messrs. Bell and Russell, provincial land surveyor, in the year of Our Lord one thousand eight hundred and fifty-one, bearing date at Quebec on the sixth day of May, in the year of Our Lord one thousand eight hundred and fifty-one, and signed “ Saml. Keefer, Chf. Engr. B.W.,” filed in the office of the Secretary of Public Works of our said province;

‘ To have and to hold the said parcel or tract of land hereby granted, conveyed and assured unto the said grantees, their heirs and assigns forever, saving, excepting and reserving nevertheless unto us, our heirs, successors and assigns, all mines of gold and silver, and the free uses, passage and enjoyment of, in, over and upon all navigable waters that shall or may be hereafter found on or under or be flowing through or upon any part of the said parcel or tract of land hereby granted as aforesaid, and the right through the flume hereinafter mentioned to be constructed and maintained across the said parcel or tract of land by the said grantees, their executors, administrators or assigns, to float from the Ottawa river, above the bulkhead hereinafter mentioned, constructed or to be constructed by the said Commissioner of Public Works to the hydraulic lots lettered C, D, E, F and G, adjacent to the said parcel or tract of land hereinbefore granted, such saw-logs as can or may be sawn or otherwise manufactured by the machinery which may at any time be in operation upon such hydraulic lots, and to enter upon the said parcel or tract of land hereinbefore granted from time

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to time and to such an extent as may be required to superintend or conduct the passing of such logs in the manner hereinbefore mentioned from the Ottawa river above the said bulkhead to the said hydraulic lots lettered C, D, E, F and G.

‘And know ye further that, in consideration of the rents hereinafter reserved and of the conditions hereinafter contained, and which on the part and behalf of the said grantees are to be paid, done and performed, we have demised, leased and to farm let, and by these presents do demise, lease and to farm let unto the said grantees, their executors, administrators and assigns, the use and enjoyment of so much of the surplus water of the River Ottawa, passing or to pass the parcel or tract of land hereinbefore granted and assured and apportioned thereto as should be sufficient to drive and propel ten runs of ordinary mill stones, together with the right, subject to the clauses and conditions hereinafter contained, through the flume constructed or to be constructed and maintained by the grantees, their executors, administrators and assigns, of the said lot lettered B and the other hydraulic lots lettered C, D, E, F and G, adjacent thereto, from the Ottawa river, at the head of such flume to the parcel or tract of land hereinbefore granted to float such saw-logs as can or may be sawn or otherwise manufactured by the machinery which at any time may be in operation upon the said parcel or tract of land hereinbefore granted, and to enter upon the said lots lettered C, D, E, F and G, from time to time and to such an extent as may be necessary to superintend and conduct the passing of such logs through the said flume in the manner hereinbefore mentioned;

‘To have and to hold the easement, flow of water and right aforesaid unto the said grantees, their executors, administrators and assigns, from the third of June, in the year of Our Lord one thousand eight hundred and fifty-six, for and during the term of twenty-one years, thence to be computed (renewable as hereinafter provided);

‘Yielding and paying therefor to the Commissioner of Public Works of our said province, on behalf of us, our heirs and successors, the yearly rent or sum of two hundred dollars of lawful money of this province, being at the rate of twenty dollars for the water which would supply each run of stones, payable in half-yearly payments on the third days of December and June in each and every year during the said term, except the first year thereof, no rent having been due or payable for or during such first year of the said term, the first payment of such rent having been due and payable on the third day of December in the year of Our Lord one thousand eight hundred and fifty-seven.

‘Provided always that if the said grantees, their heirs, executors, administrators or assigns should not erect or place in the mill or mills, or premises occupied by them on the said parcel or tract of land hereinbefore granted, for the purpose of enjoying the said easement or water privilege hereby demised, machinery which should require for its propulsion a power equivalent to that sufficient to propel ten runs of ordinary mill stones, then and in each half-yearly period during which any less quantity of water than the equivalent of the water power required to propel ten runs of ordinary mill stones, should be employed in the propulsion of such machinery, a proportionate deduction, at the rate of twenty dollars per annum, for each less quantity of water sufficient to propel one run of ordinary mill stones, should be made from the rent hereby reserved, but in no case should the rent be less than eighty dollars per annum.

‘And provided further, and these presents are upon the express conditions following: That should the said rent, or any portion thereof, remain unpaid for the space of six calendar months next after any or either of the days and times of payment whereon the same ought to be paid, and having been demanded, or if the said grantees, their heirs, executors, administrators and assigns fail or neglect to observe and perform all or any of the covenants, provisoes and conditions herein contained, or on their part to be observed and performed, then we, our heirs and successors, by our proper officers in that behalf, shall have full power and authority to re-enter into and upon the said premises hereby granted and the easement or water privilege and right hereby

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demised, with all improvements then thereon, to resume and again to hold and possess all and singular the same and every part thereof, as of our and their first and former estate, and that all rates and prices, of whatsoever description, that may become payable in respect of the premises herein granted or demised, or any improvements thereon, or which may hereafter be erected thereon, shall be paid by the said grantees, their heirs, executors, administrators and assigns, and any such buildings or improvements shall be subject in all respects to the municipal by-laws and regulations of the locality in which they are situate, and that such buildings or improvements, and the machinery erected or to be erected upon the said parcel or tract of land, easement and premises shall be of the nature and description and applied to the purposes hereinafter expressed as contemplated, and shall not differ therefrom or be otherwise applied, without the written consent to that effect of the Commissioner of Public Works of our said province acting on behalf of us, our heirs and successors, and shall, if they have not been already erected, be completed within twelve calendar months from the date hereof.

‘ And that the water necessary for the propulsion of the machinery so erected shall in all cases be applied through the medium of driving wheels, of such principle as may be approved by the said Commissioner of Public Works, so that such principle shall produce the consumption of the smallest quantity of water, and so as to take advantage of the full fall of water.

‘ And that the said grantees, their executors, administrators or assigns, shall at his and their expense (if not heretofore already done) within twelve months hereafter, build and construct such proportion of a main flue leading from the bulkhead constructed, or to be constructed, in the River Ottawa, by the Commissioner of Public Works, above the said parcel or tract of land and easement to the mill or mills erected, or to be erected on the said parcel or tract of land hereby granted, as shall extend across the said parcel or tract of land, which proportion shall be built strictly according to and in conformity with the plans furnished by and to the satisfaction of the said Commissioner of Public Works for the entire flume, and the inside dimensions of which flume are to be forty feet wide at the head, forty feet wide at the east end and fourteen feet deep, and that the said grantees, their executors, administrators and assigns, shall keep such proportion of the flume aforesaid at all times in thorough repair.

‘ And that the right hereinbefore demised to pass saw-logs through the said flume shall be exercised only in the manner and subject to the reasonable regulations and restrictions which shall from time to time have been made or approved by the Commissioner of Public Works aforesaid, or such officers as he shall from time to time have appointed in that behalf.

‘ And that in the event of the temporary stoppage of the flow or supply of water by any unavoidable reason, or by reason of repairs, improvements or alterations being, by the Commissioner of Public Works of our said province, deemed necessary or advisable to be made and being made, or for the purpose of preventing any damage by means of extreme high water, or by frost or ice, or other uncontrollable cause, accident or act of God, no abatement of rent shall be claimed or allowed by or to the said grantees, their heirs, executors, administrators or assigns, nor shall any claim for loss or damage arising therefrom be made, preferred or entertained by the said grantees, their executors, administrators or assigns, against us, our heirs or successors, or against the government of our said province, or the Commissioner of Public Works, in respect thereof.

‘ And that we, our heirs and successors, by our proper officers in that behalf, shall at all reasonable times either by day or night, have access to the said premises for any purpose that they may deem necessary connected with the management of the said works, or for the purpose of examining the condition of the flumes, sluices or other works, or ascertaining the quantity of water used or supplied through the same;

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‘ And further, that at the expiration of the said term of twenty-one years hereby granted, we, our heirs and successors, will demise unto the said grantees, their executors, administrators and assigns, the said right of easement of water power and right of passing saw-logs through the said flume, for a second term of twenty-one years, upon and subject to the same conditions and provisoes herein contained, and that upon the expiration of such second demise or term, we, our heirs and successors, will demise unto the said grantees, their executors, administrators and assigns, a further lease of the said right or easement of water power and right of passing saw-logs for a third term of twenty-one years, and so on forever.

‘ Subject always to the conditions and provisoes herein set forth, but no renewal lease shall be considered at the same rate of rent hereinbefore set forth, nor shall the first year of the term to be granted by any such renewal lease be excepted from the payment of rent, these our letters patent being upon this further expressed condition that we, our heirs and successors, shall be at liberty, at the expiration of the term of twenty-one years hereby granted, and upon the expiration of each term of twenty-one years hereafter to be granted to raise the rent, and that should the rent then demanded be deemed too high by the grantees, their executors, administrators and assigns, then and in any such case, and as often as the same shall occur, the amount thereof shall be decided by arbitrators, one of whom shall be chosen by the Commissioner of Public Works of our said province and the other by the said grantees, their executors, administrators or assigns, and the third by the arbitrators so to be nominated, before entering on their said arbitration, and the decision of the said arbitrators, or a majority of them, shall be final.

Provided, however, that under no circumstances shall the rent for the easement or water power which would be necessary for each run of stones, be less than at the rate of twenty dollars per annum, nor shall the rent for the same be at any time less in the whole than the sum of eighty dollars, the power of the said arbitrators being in so far limited.

‘ And further, that if we, our heirs or successors, shall, at any time or times, during the existence of the grant hereinbefore contained, or of this present or any future demise, determine that the said parcel or tract of land and easement or flow of water, or either of them or any part thereof, are or is required for any public purpose whatever, then upon reasonable notice thereof being given by our proper officers in that behalf, to the said grantees, their heirs, executors, administrators or assigns, and upon the payment unto the said grantees, their heirs, executors, administrators or assigns, of the then value, with an addition of ten per cent thereon, of all the buildings, erections and fixtures that shall be then in and upon the said premises, respectively, such value to be ascertained by three arbitrators, to be appointed in such and the same manner as hereinbefore directed in respect to the increase of rent or renewal lease, this indenture, or such part thereof as shall relate to the parcel or tract of land, easement and premises so required for such public purposes, shall thereupon be null and void.

‘ Provided always, that in case of breach by the said grantees, their heirs, executors, administrators or assigns, of any of the conditions or provisoes hereinbefore contained, then and in that case, these presents and every clause, matter and thing herein contained, shall be, and we do hereby declare the same to be null and void, to all intents and purposes, and the said parcel or tract of land, easement and premises and right of water, with their rights and appurtenances, respectively, shall thereupon revert to and become vested in us, our heirs and successors, in like manner as if the same, respectively, had never been granted, demised or leased as aforesaid.

‘ In witness whereof, we have caused these our letters to be made patent, and the great seal of our said province of Canada to be hereunto affixed. Witness, Our Right Trusty and Well-Beloved the Right Honourable Sir Edmund Walker Head, Baronet, one of the Most Honourable Privy Council, Governor General of British North

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America, and Captain General, and Governor in Chief in and over our province of Canada, Nova Scotia, New Brunswick and Island of Prince Edward, and Vice-Admiral of the same, &c., &c., &c.

‘At Our Government House, in the city of Quebec, in Our said province of Canada, this twenty-seventh day of September, in the year of Our Lord, one thousand eight hundred and sixty-one, and in the twenty-fifth year of Our reign.

‘JOSEPH CAUCHON,
‘*Commissioner of Public Works*

‘C. ALLEYN,
‘*Secretary.*’

And whereas, on the said 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the said province of Canada in favour of the said Gordon Burleigh Pattee, William Goodhue Perley and Lorenzo Dow Brown for the said hydraulic lot lettered C, on the north side of Chaudière island aforesaid, in the city of Ottawa, as laid out on the aforesaid plan, with the right and privileges of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued in respect of said hydraulic C and the water power leased therewith are (with the exception of the description of the lands) identical in every respect with the letters patent herinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which the said Gordon Burleigh Pattee, William Goodhue Perley and Lorenzo Dow Brown had acquired and became possessed of, in the said hydraulic lots lettered respectively B and C, and in the water power and privileges so granted and leased to them under the said royal letters patent, have become and are now vested in the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsley Perley and Charles Berkeley Powell, the parties hereto of the second part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada, in favour of Philip Thompson, of the said city of Ottawa, Esquire, and Lyman Perkins, of the same place, Esquire, for the said hydraulic lot lettered D, on the north side of Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Philip Thompson and Lyman Perkins in respect of the said hydraulic lot lettered D and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa) all the estate, right, title and interest which the said Philip Thompson and Lyman Perkins had acquired and become possessed of in the said hydraulic lot lettered D, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsey Perley and Charles Berkeley Powell.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Lyman Perkins, of the said city of Ottawa, Esquire, for the said hydraulic lot lettered E on the

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north side of Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Lyman Perkins in respect to the said hydraulic lot lettered E and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Lyman Perkins, of the said city of Ottawa, Esquire, for the said hydraulic lot lettered F, on the north side of Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Lyman Perkins in respect to the said hydraulic lot lettered F, and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said Lyman Perkins for the said hydraulic lot lettered G, on the north side of Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Lyman Perkins in respect to the said hydraulic lot lettered G, and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which the said Lyman Perkins had acquired and become possessed of in the said hydraulic lots lettered respectively E, F and G, and in the water power and privileges granted and leased under the said royal letters patent have become and are now vested in the said John Rudolphus Booth, the party hereto of the third part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of John McKay and Thomas McKay, of the village of New Edinburgh, in the county of Carleton and said province of Canada, merchants, for the said hydraulic lot lettered H, on the south side of Head street, on Chaudière island aforesaid, in the city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John McKay and Thomas McKay in respect to the said hydraulic lot lettered H, and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John McKay and Thomas McKay for the said hydraulic lot lettered I, on the south side of Head street on Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms,

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conditions and provisoes therein contained, which said royal letters patent so issued to the said John McKay and Thomas McKay in respect to the said hydraulic lot lettered I and water power leased therewith are (with the exception of the description of the lands and the amount of the purchase money and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John McKay and Thomas McKay, for the said hydraulic lot lettered J, on the south side of Head street, on Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John McKay and Thomas McKay in respect to the said hydraulic lot lettered J and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which the said John McKay and Thomas McKay had acquired and become possessed of in the said hydraulic lots lettered respectively H, I and J, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the said Robert Blackburn, Isabelle McKay and Thomas Masson McKay, trustees under the last will of the late Thomas McKay, the parties hereto of the fourth part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of John Petrie and James Petrie, of the said city of Ottawa, pumpmakers, for the hydraulic lot lettered K, on the south side of Head street, on Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John Petrie and James Petrie, in respect to the said hydraulic lot lettered K, and **water power leased therewith** are (with the exception of the lands and the amount of purchase money, and other slight changes), identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa) all the estate, right, title and interest which John Petrie and James Petrie had acquired and become possessed of in the said hydraulic lot lettered K, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the said Margaret Petrie, who has assigned the easterly half of lot K to Jas. A. Parrand, westerly half of above lot to Jas. Oliver, the party hereto of the fifth part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Peter H. Church and Levi R. Church, of the village of Aylmer, in the county of Ottawa, in the province of Canada, Esquires, for the said hydraulic lot lettered L, on the south side of Head street, on Chaudière island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Peter H. Church and Levi R. Church in respect to the said hydraulic lot lettered L and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

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And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest, which the said Peter H. Church and Levi R. Church had acquired and become possessed of in the said hydraulic lot lettered L, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the said Alanson H. Baldwin, the said party hereto of the sixth part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Nathaniel Sherrald Blaisdell, of the said city of Ottawa, machinist, for the said hydraulic lot lettered Q on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited on the payment of certain rent and on certain other terms, conditions and provisos therein contained, which royal letters patent so issued to the said Nathaniel Sherrald Blaisdell in respect to the said hydraulic lot Q and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which the said hydraulic lot lettered Q and in the water power and privileges granted and leased to him under the said royal letters patent, have become and are now vested in the Bank of Montreal, the parties hereto of the seventh part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Joseph Merrill Currier, of the said city of Ottawa, a manufacturer of sawn lumber, for the hydraulic lot lettered R on the north side of Middle street, on Victoria island aforesaid, in the city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisos therein contained, which said royal letters patent so issued to the said Joseph Merrill Currier in respect to the said hydraulic lot lettered R and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa) all the estate, right, title and interest which the said Joseph Merrill Currier had acquired and become possessed of in the said hydraulic lot lettered R and in the water power and privileges granted and leased to him under the said royal letters patent have become and are now vested in the Bank of Montreal aforesaid.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said Joseph Merrill Currier for the said hydraulic lot lettered S on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisos therein contained, which said royal letters patent so issued to the said Joseph Merrill Currier in respect to the said hydraulic lot lettered S and water power leased therewith are (with the exception of the description of the lands and the amount of the purchase money and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city

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of Ottawa), all the estate, right, title and interest which the said Joseph Merrill Currier had acquired and become possessed of in the said hydraulic lot lettered S and in the water power and privileges granted and leased to him under the said royal letters patent have become and are now vested in the said Milton Merrill, the said party hereto of the eighth part.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of Levi Young, of the city of Ottawa, lumberer; Henry R. Soper, of Bangor, in the state of Maine, one of the United States of America, lumberer, and John Alfred Winn, of Sand Lake, in Rensselaer county, in the state of New York, one of the said United States, lumberer for the said hydraulic lot lettered T on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on the payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said Levi Young, Henry R. Soper and John Alfred Winn in respect to the said hydraulic lot lettered T and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa) all the estate, right, title and interest which the said Levi Young, Henry R. Soper and John Alfred Winn had acquired and become possessed of in the said hydraulic lot lettered T and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the Bank of Montreal aforesaid.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of John J. Harris, of Queensbury, in the county of Warren, in the state of New York, one of the United States of America; Henry Franklin Bronson, of the city of Ottawa, in the county of Carleton, and William Coleman, of Kingbury, in the county of Washington, in the state of New York aforesaid, manufacturer of sawn lumber, for the said hydraulic lot lettered U, on the north side of Middle street, on Victoria island aforesaid, in the said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered U, and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John J. Harris, Henry Franklin Bronson and William Coleman for the said hydraulic lot lettered V, on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered V, and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John

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J. Harris, Henry Franklin Bronson and William Coleman for the said hydraulic lot lettered W, on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on the payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered W and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John J. Harris, Henry Franklin Bronson and William Coleman for the said hydraulic lot lettered X on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered X and water power leased therewith are (with the exception of the description of the lands and the amount of the purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John J. Harris, Henry Franklin Bronson and William Coleman for the said hydraulic lot lettered Y on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John H. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered Y and water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, on the 27th day of September, A.D. 1861, royal letters patent were also issued under the great seal of the province of Canada in favour of the said John J. Harris, Henry Franklin Bronson and William Coleman for the said hydraulic lot lettered Z on the north side of Middle street, on Victoria island aforesaid, in the said city of Ottawa, as laid out on the aforesaid plan, with the right and privilege of taking and using the quantity of water power therein limited, on the payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said John J. Harris, Henry Franklin Bronson and William Coleman in respect to the said hydraulic lot lettered Z and the water power leased therewith are (with the exception of the description of the lands and the amount of purchase money, and other slight changes) identical in every respect with the letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which John J. Harris, Henry Franklin Bronson and William Coleman had acquired and become possessed of in the said hydraulic lots lettered respectively U, V, W, X, Y and Z, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the Bronsons and Weston Lumber Company, the parties hereto of the tenth part.

And whereas, on the fourteenth day of May, in the year of our Lord, one thousand eight hundred and fifty-nine, royal letters patent were issued under the great seal

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of the province of Canada in favour of the said William Goodhue Perley, Gordon Burleigh Pattee and one Wyman Pattee, all of the said city of Ottawa, for all that parcel or tract of land situate, lying and being on Chaudiere island, in the said city of Ottawa, containing by admeasurement, two rods or half an acre, be the same more or less, which said parcel or tract of land might be otherwise known as hydraulic lots lettered respectively M, N, O and P, south of Head street east, as laid down upon the plan of survey made and signed by John A. Snow, provincial land surveyor, on the second day of September, in the year of our Lord, one thousand eight hundred and fifty-five, and remaining of record in the Department of Public Works, giving a frontage of four chains upon Middle or Head street aforesaid, with the right and privilege of taking and using the quantity of water power therein limited, on payment of certain rent, and on certain other terms, conditions and provisoes therein contained, which said royal letters patent so issued to the said William Goodhue Perley, Gordon Burleigh Pattee and Wyman Pattee in respect to the said hydraulic lots lettered respectively M, N, O and P, and the water power leased therewith are (with the exception of the description of the land and the amount of the purchase money, and other slight changes) of the same tenor and effect with the said letters patent hereinbefore set forth in full.

And whereas, by various deeds of bargain and sale, assignments and instruments (which appear of record and are duly registered in the Registry Office of the said city of Ottawa), all the estate, right, title and interest which the said William Goodhue Perley, Gordon Burleigh Pattee and Wyman Pattee had acquired and become possessed of in the said hydraulic lots lettered respectively M, N, O and P, and in the water power and privileges granted and leased to them under the said royal letters patent, have become and are now vested in the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsey Perley and Charles Berkley Powell, carrying on business under the firm of Perley & Pattee.

The said several original royal letters patent so issued by Her said Majesty for the said hydraulic lots, and the water power leased herewith, are of record in the Department of the Secretary of State for Canada, at the said city of Ottawa, where perusal of the same may be had.

And whereas, the said royal letters patent, so far as respects the water power and privileges leased in connection with the said respective hydraulic lots, were not, nor were any of them, renewed as provided for in the said letters patent, and the said lessees respectively named therein or their legal representatives or assigns have ever since continued in the possession and occupation of the said respective hydraulic lots, under the said letters patent, and are now in the actual possession and occupation and enjoyment of the same in their respective rights thereto.

And whereas, on the first day of January, in the year of our Lord, eighteen hundred and ninety, the sums of money hereafter mentioned will be due and payable to Her said Majesty as rent under the said letters patent for the use of the water power and other privileges and easements granted and conceded to the lessees under the said letters patent in connection with the said hydraulic lots, that is to say:—

In respect to hydraulic lots B, C, and D the sum of.. ..	\$14,120 76
“ “ E, F and G the sum of.. ..	9,364 00
“ “ H, I and J the sum of.. ..	8,334 20
“ “ K the sum of.. .. .	2,493 32
“ “ L the sum of.. .. .	2,533 32
“ “ Q, R and T the sum of.. ..	7,500 00
“ “ S the sum of.. .. .	2,500 00
“ “ U, V, W, X, Y and Z, the sum of.. .. .	14,700 00
“ “ M, N, O and P the sum of.	3,080 00

Amounting in the aggregate to the sum of.. \$64,685 60

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And whereas ever since the issue of the said letters patent disputes and contentions have from time to time arisen between the original lessees of the said hydraulic lots and the government of Canada in relation to the deepening of the Buchanan channel, on the south side of Victoria island, by the government of the said province of Canada, and as to the cost and expense incurred by the original lessees in making dams and other river improvements in and around the said Chaudiere falls for the better regulating, controlling and raising the height of the waters of the said Ottawa river for the purpose of giving the said original lessees at all times a regular and sufficient water power for driving the machinery in the mills or erected by the said original lessees on the said hydraulic lots, the said original lessees contending that the government of the said province of Canada and the government of the Dominion of Canada failed to carry out the obligations and undertakings originally entered into by them with the said original lessees in that respect, and whereas the said original lessees have preferred claims for damages in consequence against the said government of Canada, exceeding in the aggregate the sum of one hundred thousand dollars, and by reason of those disputes, contentions and claims, the said lessees have refused to pay the rents accruing due under the said royal letters patent, and in consequence the rent in arrear has accumulated as aforesaid.

And whereas negotiations have been pending for a long time past between the said original lessees and Her Majesty, as represented by the said Minister, for the purpose of collecting all the said arrears of rent so due Her Majesty as aforesaid, and for the adjustment and settlement of all disputes, contentions and claims in relation to the premises and for the issue of new leases for the said hydraulic lots and water power.

And whereas, a settlement has been arrived at whereby the said original lessees have agreed to pay, and in fact have, on or before the execution of these presents, paid to Her said Majesty the said sum of sixty-four thousand six hundred and eighty-five dollars and sixty cents, being the arrears of rent so due and owing to Her said Majesty as aforesaid, the receipt whereof is hereby acknowledged, and whereby it is further agreed that the said original lessees shall grant, assign and convey unto Her said Majesty the said hydraulic lots and all the rights, easements and privileges of the original lessees in the water power and other the premises hereinbefore mentioned, described and referred to, and shall execute a general release to Her Majesty of all claims, demands, actions or suits which they have or pretend to have against Her Majesty or the government of the Dominion of Canada in respect to the premises, and whereby it is further agreed that other leases shall be issued of the said hydraulic lots and water privileges as is hereinafter carried out, the manner, mode, terms, conditions, covenants and agreements of such settlement is embraced and carried into effect in this instrument as will hereinafter fully appear.

Now, this indenture witnesseth, that in pursuance of the promises and in consideration of the sum of one dollar of lawful money of Canada, now in hand, paid by Her said Majesty the Queen to the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsey Perley and Charles Berkeley Powell, the parties hereto of the second part, the receipt whereof is hereby by them acknowledged, they the said parties of the second part have, and by these presents do hereby grant, bargain, sell, surrender, assign, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lots lettered respectively B, C and D, on the north side of Chaudiere island, and M, N, O and P, on the south side of Head street, on Chaudiere island aforesaid, in the said city of Ottawa, and which are hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal claim and interest of every kind and description, either at law or in equity, and as well in possession as in expectancy of them the said parties of the second part of, in, to and out of, concerning or relating to the water power and the use and enjoyment thereof, and other easements, privileges, rights and appurtenances which they the said parties of the second part have or are

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entitled to under the said original grants and leases issued in respect to the said hydraulic lots B, C, D, M, N, O and P, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever.

And the said parties of the second part covenant with Her said Majesty the Queen, Her successors and assigns, that they will execute such further assurances of the said lands and other the premises hereby assigned and surrendered by them or intended so to be as may be requisite. The said parties of the second part covenant with Her said Majesty the Queen, Her successors and assigns, that they have done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid or intended so to be. And the said parties of the second part release to Her said Majesty, Her successors and assigns, all their claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid.

And the said Georgiana M. Perley, wife of the said William Goodhue Perley, hereby bars her dower in the said lands.

And the said Mary N. Pattee, wife of the said Gordon Burleigh Pattee, hereby bars her dower in the said lands.

And the said Annie H. Perley, wife of the said George H. Perley, hereby bars her dower in the said lands.

And the said Helen Louise Powell, wife of the said Charles Berkeley Powell, hereby bars her dower in the said lands.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada, now in hand paid by Her Majesty the Queen to the said John R. Booth, the party hereto of the third part, the receipt whereof is hereby acknowledged, he, the said John R. Booth, the party of the third part, hath and by these presents doth hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lots lettered respectively E, F and G, on the north side of Chaudiere island in the said city of Ottawa, and hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, and as well in possession as in expectancy of him the said party of the third part, of, in, to and out of, concerning or relating to the water power, and the use and enjoyment thereof and other easements, privileges, rights and appurtenances which he the said party of the third part has or is entitled to under the said original grants and leases so issued in respect to the said hydraulic lots E, F and G, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever.

And the said party of the third part covenants with Her said Majesty the Queen, Her successors and assigns, that he will execute such further assurances of the said lands and other the premises hereby granted, assigned and surrendered by him or intended so to be, as may be requisite. The said party of the third part covenants with Her said Majesty the Queen, Her successors and assigns, that he has done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by him as aforesaid or intended so to be. And the said party of the third part releases to Her said Majesty, Her successors and assigns, all his claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by him as aforesaid.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada, now in hand, paid by Her said Majesty the Queen to the said Robert Blackburn, Isabella McKay and Thomas Masson McKay, the parties hereto of the fourth part, the receipt whereof is

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hereby acknowledge, they, the said parties of the fourth part, have and by these presents do hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lots lettered respectively H, I and J, on the south side of Head street, on Chaudiere island and in the said city of Ottawa and which are hereinbefore more particularly described, together with all the right, estate, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, as well in possession as in expectancy of them, the said parties of the fourth part, of, into and out of, concerning or relating to the water power and the use and enjoyment thereof, and other easements, privileges, rights and appurtenances which they the said parties of the fourth part have or are entitled to under the said original grants and leases issued in respect to the said hydraulic lots H, I and J, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said parties of the fourth part covenant with Her said Majesty the Queen, Her successors and assigns, that they will execute such further assurances of the said lands and other the premises hereby granted, assigned and surrendered by them, or intended so to be, as may be requisite. The said parties of the fourth part covenant with Her said Majesty the Queen, Her successors and assigns, that they have done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid, or intended so to be. And the said parties of the fourth part release to Her said Majesty, Her successors and assignee, all their claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada, now in hand, paid by Her said Majesty the Queen to the said Margaret Petrie, the party hereto of the fifth part, the receipt whereof is hereby acknowledged, she, the said party of the fifth part, hath and by these presents doth hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lot lettered K, on the south side of Head street, on Chaudiere island, in the said city of Ottawa, which is hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, as well in possession as in expectancy of her the said party of the fifth part, of, in, to and out of, concerning or relating to the water power and the use and enjoyment thereof, and other easements, privileges, rights and appurtenances which she the said party of the fifth part has or is entitled to under the said original grant and lease issued in respect to the said hydraulic lot K, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said party of the fifth part covenants with Her said Majesty the Queen, Her successors and assigns, that she will execute such further assurances of the said lands and other the premises here granted, conveyed, surrendered and assigned by her as aforesaid, or intended so to be. And the said party of the fifth part releases to Her said Majesty, Her successors and assigns, all her claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by her as aforesaid.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada, now in hand, paid by Her said Majesty the Queen to the said Alanson H. Baldwin, the party hereto of the sixth part, the receipt whereof is hereby by him acknowledged, he, the said party of the sixth part, hath and by these presents doth hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and

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assigns, represented by the said Minister, all and singular the said hydraulic lot lettered L on the south side of Head street, on Chaudiere island, in the city of Ottawa, which is hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, as well in possession as in expectancy of him, the said party of the sixth part, of, in, to and out of, concerning or relating to the water power and the use and enjoyment thereof, and other easements, privileges, rights and appurtenances which he, the said party of the sixth part, has or is entitled to under the said original grant and lease issued in respect to the said hydraulic lot lettered L as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said party of the sixth part covenants with Her Majesty the Queen, Her successors and assigns, that he will execute such further assurances of the said lands and other the premises hereby granted, surrendered and assigned by him, or intended so to be, as may be requisite.

The said party of the sixth part covenants with Her said Majesty the Queen, Her successors and assigns, that he has done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by him as aforesaid, or intended so to be. And the said party of the sixth part releases to Her said Majesty, Her successors, and assigns all his claim upon the said lands and other the premises hereby conveyed, surrendered and assigned by him as aforesaid.

And the said Mellisa Baldwin, wife of the said Alanson H. Baldwin, hereby bars her dower in the said lands.

And this indenture further witnesseth that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada now in hand, paid by Her said Majesty the Queen to the said the Bank of Montreal, the said party hereto of the seventh part, the receipt whereof is hereby by them acknowledged, the said party of the seventh part hath, and by these presents doth hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lots lettered respectively Q, R and T, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which are hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description either at law or in equity, as well in possession as in expectancy of the said party of the seventh part, of, in, to and out of, concerning or relating to the water power and the use thereof, and other easements, privileges, rights and appurtenances which the said party of the seventh part hath or is entitled to under the said original grants and leases issued in respect to the said hydraulic lots lettered respectively Q, R and T, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said party of the seventh part covenants with Her said Majesty the Queen, Her successors and assigns, that they will execute such further assurances of the said lands and other the premises hereby granted, surrendered and assigned by them, or intended so to be, as may be requisite, and the said party of the seventh part covenants with Her said Majesty the Queen, Her successors and assigns, that they have done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid or intended so to be. And the said party of the seventh part releases to Her said Majesty, Her successors and assigns, all their claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada now in hand, paid by Her said Majesty to the said Milton Merrill, the party hereto of the eighth part, the receipt whereof is hereby by him acknowledged, he the said party of the eighth

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part hath, and by these presents doth hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns represented by the said Minister, all and singular the said hydraulic lot lettered S, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which is hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, as well in possession as in expectancy of him the said party of the eighth part, of, in, to and out of, concerning or relating to the water power and the use and enjoyment thereof and other easements, privileges, rights and appurtenances which he, the said party of the eighth part, hath or is entitled to under the said original grant and lease issued in respect to the said hydraulic lot S, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said party of the eighth part covenants with Her said Majesty the Queen that he will execute such further assurances of the said lands and other the premises hereby granted, surrendered and assigned by him or intended so to be as may be requisite. The said party of the eighth part covenants with Her said Majesty the Queen, Her successors and assigns, that he has done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by him as aforesaid or intended so to be. And the said party of the eighth part releases to Her said Majesty, Her successors and assigns all his claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by him as aforesaid.

And the said Susie Edwina Merrill, wife of the said Milton Merrill, hereby bars her dower in the said lands.

And this indenture further witnesseth, that in pursuance of the premises and in consideration of the sum of one dollar of lawful money of Canada, now in hand, paid by Her said Majesty the Queen to the said the Bronsons and Weston Lumber Company, the parties hereto of the ninth part, the receipt whereof is hereby by them acknowledged, they the said parties of the ninth part have, and by these presents do hereby grant, bargain, sell, assign, surrender, transfer and yield up unto Her said Majesty the Queen, Her successors and assigns, represented by the said Minister, all and singular the said hydraulic lots lettered respectively U, V, W, X, Y and Z, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which are hereinbefore more particularly described, together with all the estate, right, title, benefit of renewal, claim and interest of every kind and description, either at law or in equity, as well in possession as in expectancy of them the said parties of the ninth part, of, in, to and out of, concerning or relating to the water power and the use and enjoyment thereof, and other easements, privileges, rights and appurtenances which they, the said parties of the ninth part, have or are entitled to under the said original grants and leases issued in respect to the said hydraulic lots lettered respectively, U, V, W, X, Y and Z, as hereinbefore recited.

To have and to hold all and singular the same and every part thereof unto Her said Majesty, Her successors and assigns forever. And the said parties of the ninth part covenant with Her said Majesty the Queen, Her successors and assigns, that they will execute such further assurances of the said lands and other the premises hereby granted, surrendered and assigned by them or intended so to be as may be requisite. The said parties of the ninth part covenant with Her said Majesty the Queen, Her successors and assigns, that they have done no act to encumber the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid or intended so to be. And the said parties of the ninth part release to Her said Majesty, Her successors and assigns, all their claims upon the said lands and other the premises hereby granted, conveyed, surrendered and assigned by them as aforesaid.

And whereas, by certain deeds of release made by the said parties of the second, third, fourth, fifth, sixth, seventh, eighth and ninth parts, have, and each and every

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of them have remised, released and forever acquitted and discharged Her said Majesty the Queen, Her successors and assigns and the Government of the Dominion of Canada of, from and against all debts, sum and sums of money, accounts, reckonings, actions, suits, cause or causes of action, claims and demands whatsoever, either at law or in equity, which they the said parties of the second, third, fourth, fifth, sixth, seventh, eighth and ninth parts, or any one or more of them now have or ever had against Her said Majesty the Queen, Her successors and assigns, or the government of Canada, in respect to any claim, demand or outlay of money made by them, or any one or more of them for the making, maintaining, repairing or construction of any works in that part of the Ottawa river lying in front of or within the existing limits or boundaries of the said city of Ottawa, or for any claim for damages for shortage or insufficiency of the supply of water, or for any other cause arising in any way out of the said original grants and leases and the subsequent works and improvements made as aforesaid for the purposes of raising, controlling and regulating the waters of the said river in front of or within the city of Ottawa for the benefit and use of the said original grantees and lessees, their heirs, executors, administrators or assigns, or any one or more of them.

In this instrument, unless the context otherwise requires,

(a) The expression 'original grantee' or 'original grantees' means the grantee or grantees named in the original grants and leases hereinbefore recited and referred to, his, her or their heirs and assigns.

(b) The expression 'original lessee' or 'original lessees' means the lessee or lessees named in the said original grants and leases hereinbefore recited and referred to, his, her or their executors, administrators and assigns.

(c) The expression 'Minister' means the Minister of Public Works of Canada.

(d) The expression 'chief engineer' means the chief engineer of the Department of Public Works of Canada.

(e) The expression 'general conditions' means the clauses of this instrument hereinafter contained under the heading 'general conditions' numbered from one to thirty-four, both inclusive.

(f) The expression 'lessee' or 'lessees' means the lessee or lessees, his, her or their heirs, executors, administrators and assigns named and mentioned in the several and respective leases herein granted and in the 'general conditions' hereinafter contained.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained, and which on the part and behalf of the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsey Perley and Charles Berkeley Powell, the parties hereto of the second part, their executors, administrators and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased and by these presents doth demise and lease unto the said William Goodhue Perley, Gordon Burleigh Pattee, George Halsey Perley and Charles Berkeley Powell, their executors, administrators and assigns, the said hydraulic lots lettered respectively B, C and D, on the north side of Chaudiere island, in the said city of Ottawa, and also the said hydraulic lots lettered respectively M, N, O and P, on the south side of Head street, on the aforesaid Chaudiere island, in the said city of Ottawa, which said hydraulic lots lettered respectively B, C, D, M, N, O and P are hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lots, or any of them, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lots lettered B, C, D, M, N, O and P, with the mills and buildings thereon and the use and enjoyment of the aforesaid quantity

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or amount of water or power unto the said parties of the second part, their executors, administrators and assigns, for and during the term of years, with right of renewal and on payment of the rent and on the subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading 'general conditions.'

And the said parties of the second part covenant with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided and to pay taxes.

Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained and which on the part and behalf of the said John Rudolphus Booth, the party hereto of the third part, his executors, administrators and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased and by these presents doth demise and lease unto the said John Rudolphus Booth, his executors, administrators and assigns, the said hydraulic lots lettered respectively E, F and G, on the north side of Chaudiere island, in the said city of Ottawa, which said hydraulic lots lettered respectively E, F and G are hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lots, or any of them, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river at the Chaudière Falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lots lettered respectively E, F and G, with the mills and buildings thereon and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said party of the third part, his executors, administrators and assigns, for and during the term of years, with the right of renewal and on payment of the rent and on and subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said party of the third part covenants with Her said Majesty the Queen, Her successors and assigns, to pay rents hereinafter fixed and provided, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved and of the covenants, conditions and agreements hereinafter contained, and which, on the part and behalf of the said Robert Blackburn, Isabella McKay and Thomas Masson McKay, the parties hereto of the fourth part, their executors, administrators and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased, and by these presents doth demise and lease unto the said Robert Blackburn, Isabella McKay and Thomas Masson McKay, the executors, administrators and assigns, as trustees under the last will of the late Thomas McKay, the said hydraulic lots lettered respectively H, I and J, on the south side of Head street, on Chaudiere island, in the said city of Ottawa, which said hydraulic lots lettered respectively H, I and J are hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lots or any of them, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river, at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lots lettered H, I and J, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount

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of water or power unto the said parties of the fourth part, their executors, administrators and assigns, for and during the term of years, with right of renewal and on payment of the rent, and on and subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said parties of the fourth part covenant with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained, and which, on the part and behalf of the said Margaret Petrie, the party hereto of the fifth part, her executors, administrators, and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased, and by these presents doth demise and lease unto the said Margaret Petrie, her executors, administrators and assigns, the said hydraulic lot lettered K, on the south side of Head street, on Chaudiere island, in the said city of Ottawa, which said hydraulic lot lettered K is hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lot, and together with the use and enjoyment of the quantity or amount of the water or power derivable and available from the Ottawa river, at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lot lettered K, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said party of the fifth part, her executors, administrators and assigns, for and during the term of years, with right of renewal and on payment of the rent, and on and subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said party of the fifth part covenants with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained, and which, on the part and behalf of the said Alanson H. Baldwin, the party hereto of the sixth part, his executors, administrators and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased, and by these presents doth demise and lease unto the said Alanson H. Baldwin, his executors, administrators and assigns, the said hydraulic lot lettered L, on the south side of Head street, on Chaudiere island, in the said city of Ottawa, which said hydraulic lot lettered L is hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lot and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as hereinafter limited and described.

To have and to hold the said hydraulic lot lettered L, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said party of the sixth part, his executors, administrators and assigns, for and during the term of years, with right of renewal, and on payment of the rent, and on and subject to the other covenants, terms, conditions, provisoes, limitations

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and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said party of the sixth part covenants with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter provided and fixed, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained and which on the part and behalf of the said the Bank of Montreal, the parties hereto of the seventh part, and their assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased and by these presents doth demise and lease, unto the said the Bank of Montreal and their assigns, the said hydraulic lots lettered respectively Q, R and T, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which said hydraulic lots lettered respectively Q, R and T are hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lots, or any of them, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river, at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lots lettered Q, R and T, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said parties of the seventh part and their assigns, for and during the term of years, with the right of renewal and on payment of the rent, and subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said parties of the seventh part covenant with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved, and of the covenants, conditions and agreements hereinafter contained, and which, on the part and behalf of the said Milton Merrill, the party hereto of the eighth part, his executors, administrators and assigns are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased, and by these presents doth demise and lease, to the said Milton Merrill, his executors, administrators and assigns, the said hydraulic lot lettered S, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which said hydraulic lot lettered S is hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lot, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lot lettered S, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said party of the eighth part, his executors, administrators and assigns, for and during the term of years, with right of renewal and on payment of the rent, and on and subject to the other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said party of the eighth part covenants with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided, and to pay

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taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

And this indenture made 'in pursuance of the Act respecting short forms of leases,' further witnesseth, that in consideration of the premises and of the rents hereinafter reserved and of the covenants, conditions and agreements hereinafter contained, and which, on the part and behalf of the said the Bronsons and Weston Lumber Company, the parties hereto of the ninth part, their successors and assigns, are to be paid, observed and performed, Her said Majesty the Queen, represented by the said Minister, hath demised and leased, and by these presents doth demise and lease, unto the said the Bronsons and Weston Lumber Company, their successors and assigns, the said hydraulic lots lettered respectively, U, V, W, X, Y and Z, on the north side of Middle street, on Victoria island, in the said city of Ottawa, which said hydraulic lots lettered respectively U, V, W, X, Y and Z are hereinbefore more particularly described, together with the mills and buildings erected upon the said hydraulic lots, or any of them, and together with the use and enjoyment of the quantity or amount of water or power derivable and available from the Ottawa river at the Chaudiere falls aforesaid, in the said city of Ottawa, and other privileges and appurtenances as are hereinafter limited and described.

To have and to hold the said hydraulic lots lettered U, V, W, X, Y and Z, with the mills and buildings thereon, and the use and enjoyment of the aforesaid quantity or amount of water or power unto the said parties of the ninth part, their successors and assigns, for and during the term of years, with right of renewal and on payment of the rent, and on and subject to other covenants, terms, conditions, provisoes, limitations and agreements hereinafter mentioned, contained and set forth under the heading of 'general conditions.'

That the said parties of the ninth part covenant with Her said Majesty the Queen, Her successors and assigns, to pay rent as hereinafter fixed and provided, and to pay taxes. Proviso for re-entry by Her said Majesty, Her successors and assigns, on non-payment of rent or non-performance of covenants.

General Conditions.

1. Each of the aforesaid demises shall be deemed to be granted as if the same had been contained in separate instruments, and shall run for a term of twenty-one years from the first day of January, in the year of our Lord one thousand eight hundred and ninety, with the right of renewal as hereinafter provided for.

2. The annual rent to be paid shall be the sum of one hundred dollars for each of the aforesaid hydraulic lots, with the water power and other easements and privileges hereby demised therewith, which said annual rent shall be paid to Her Majesty, Her successors and assigns, in two semi-annual equal payments of fifty dollars each, on the first day of January and July in each year. The first payment thereof to become due and payable on the first day of July, 1890.

3. The quantity of water which is hereby demised or intended to be demised to the lessees shall, subject to the conditions, provisoes, reservations and limitations hereinafter mentioned and contained, in respect of each lot be sufficient to produce a force equal to one hundred and fifty horse power. If, however, that force or power is not sufficient, efficiently to drive the machinery in use, of any mills or factories, which at the date of these presents are erected on such lot or group of lots adjoining each other, then the lessee or lessees may, subject to the said conditions, reservations, provisoes and limitations hereinafter mentioned and contained, take and use such additional quantity of water as shall be sufficient, efficiently to drive the machinery thereof, which said additional quantity of water is also hereby demised to the lessees, subject as aforesaid to the said conditions, provisoes, reservations and limitations hereinafter mentioned. And provided further, that if at any time, hereafter other and more extensive mills or factories of the same or of any different description, or for the same or any

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different purpose or purposes, be erected upon any one of the said lots or any one or more of a group thereof adjoining each other, or any additions or extensions upon any lot or group of lots adjoining each other be added or made to the mills or factories now existing, then the lessee or lessees requiring a further additional force of water efficiently to drive the machinery of such other additional or enlarged mills or factories may, subject to the conditions, provisoes, limitations and reservations above referred to, take and use such additional quantity of water as may be necessary, efficiently to drive such machinery, which said additional quantity of water is hereby demised to the lessees, subject as aforesaid to the said conditions, provisoes, limitations and reservations.

4. The lessee or lessees may, in respect of such of the aforesaid hydraulic lots as the lessee or lessees may, now or at any time hereafter hold as such lessee or lessees, and as adjoin one another, use the quantity and power of water appertaining to each of such adjoining lots as hereinbefore demised on any one or more of the said adjoining lots in any manner whatsoever, without, however, interfering with the rights of other parties hereto.

5. As it is desirable, necessary and expedient that due economy be used in the consumption of water demised by these presents, it is agreed that all the wheels and motors which subsequently hereto may be placed upon the said lots, or in the said mills or factories to be used by the said lessee or lessees, shall be of the best description to accomplish that object, and the same shall, from time to time, and at all times, be subject to inspection and approval of the chief engineer or such other officer as the Minister may appoint for that purpose. And if the said chief engineer or such other officer shall disapprove of any such wheels or motors, then upon notice in writing to that effect being given by the chief engineer or other officer to the lessee or lessees affected, the said lessee or lessees shall, without unnecessary delay, cause such wheels or motors to be removed and taken out and others approved of by the said chief engineer or other officer substituted therefor.

6. Notwithstanding anything herein contained, an ample and sufficient supply of water, the quantity and extent of which shall be determined by the Minister or chief engineer, is hereby reserved to Her Majesty and Her successors, for the use of the timber slides owned by the Government of Canada on each side of the said river, at the Chaudiere falls aforesaid, and for all other public uses and purposes, whether of the like kind or otherwise, as may be authorized by the Parliament of Canada. And in case Her Majesty or Her successors, or the Government of Canada, should at any time decide to close permanently the said timber slide on the south side of the said river, then Her Majesty may devote and apply the quantity and force of water reserved for the said timber slide to such other uses and purposes as Her said Majesty or Her successors, or the Government of Canada, may determine.

7. Nothing in these presents is to interfere with the right of Her Majesty or Her successors, or the Government of Canada, to permit the Corporation of the City of Ottawa to take out of the said Ottawa river, as it does at the present time, the supply of water required for the public uses and purposes of the said city and the citizens thereof, and to drive and propel efficiently the motors and machinery required for the proper distribution and service of the said water; and Her Majesty or Her successors may, from time to time hereafter, give to the said corporation, for the uses and purposes aforesaid, authority and permission to extend its works, on such conditions as the Minister may determine. A sufficient supply of water for all such uses and purposes being likewise hereby reserved.

8. It is hereby agreed and declared by all the parties to these presents that, *inter se*, all the said hydraulic lots shall stand on an equal footing, and that each lot shall be entitled to an equal proportion of water, and it is therefore agreed and understood that in case of there being at any time or times a shortage or insufficiency of water available efficiently to drive the machinery of any mills or factories which now are or from time to time may hereafter be erected on the said lots respectively, then the

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Minister, when and so often as such shortage may happen, at the request in writing of any lessee affected by such shortage, may inquire into such alleged shortage, and if in his judgment the same be established, he may, if he sees fit, apportion to each lot as nearly as possible a one twenty-fifth part of the available water or power which the lessee or lessees are entitled to under and by virtue of these presents, subject to the reservations, conditions, provisos and limitations herein contained, so that no lessee or lessees of any one lot shall have any undue advantage over another.

9. Provided further, that if the Minister, when requested by any lessee as aforesaid, shall decline or neglect to duly apportion or re-apportion the said water under the powers hereinbefore conferred upon him, then and whenever the same shall happen any lessee or lessees may, by action or suit, enforce against the other lessees a due and proper apportionment of said water, in accordance with the rights of the lessees therein and thereto, as defined by this instrument.

10. Provided, however, that notwithstanding anything herein contained to the contrary, no lot or group of lots adjoining each other nor any lessee or lessees, tenant or occupant thereof, shall, either at the present time or at any other time or times hereafter, during the currency of this lease or any future renewal or renewals thereof, be entitled to use or take a greater quantity, force or power of water than may be sufficient efficiently to drive the machinery now or hereafter in use of any mills or factories which now are or from time to time, and at any time or times hereafter, may be erected or standing on such lot or group of lots adjoining each other. And in case at any time, and from time to time, as occasion shall arise, any complaint or information is made or given to the Minister that such lessee or lessees, tenant or occupant, is using or consuming a greater quantity of water than is sufficient to efficiently drive the said machinery, the Minister may direct the chief engineer or other officer appointed by him for that purpose to inquire and examine into the same, and if it is found on such inquiry and examination that there is any unnecessary use or waste of water the Minister shall thereupon notify, in writing, such lessee or lessees, tenant or occupant thereof, and require him or them to reduce the consumption of water to a limit to be fixed by the said chief engineer, within a time fixed in said notice for so doing, and thereupon such lessee or lessees, tenant or occupant, shall reduce the consumption of water as required, and comply with and carry out the terms of such notice.

11. Subject to the rights of the lessee or lessees to have, receive, use and take, from time to time, and at all times hereafter the quantity of water demised by these presents, and which they may be entitled to use and take under the provisions of this instrument, Her said Majesty reserves any surplus water that may, from time to time, be available thereafter for such other uses and purposes as the Minister may deem requisite or advisable.

12. It is also provided that nothing herein contained shall be deemed to diminish, alter, take away or affect the riparian or other rights (if any) of any of the said lessees as proprietors of property not covered by these presents.

13. All dams, piers, flumes or other works which the lessees may hereafter desire to construct or erect upon, over or across any of the said lots, or in the Ottawa river, at or in the vicinity of the Chaudiere falls aforesaid, for the purpose of raising, regulating or better controlling the water of the said Ottawa river for the benefit of the lessees, shall be so constructed and erected at the sole expense of the lessees, but all such dams, piers, flumes or other works shall be constructed subject to the approval and under the direction and supervision of the chief engineer or such other officer as the Minister may appoint for that purpose, and, further, that all repairs to existing works or to new works shall also be done and constructed at the sole expense of the lessees and subject to the approval and under the direction and supervision aforesaid.

14. Each lessee hereby undertakes and covenants with Her Majesty, Her successors and assigns, to bear and pay his proportion of the cost and expense as hereinafter provided of all repairs or alterations which may be made to existing works for

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the maintenance and regulation of the height of the water of the said river for the purpose aforesaid, and for the construction of new works and any repairs or alterations that may be made thereto, which may become necessary for the purposes aforesaid, and in case of dispute or difference as to the amount or sum of money to be paid by each lessee the Minister shall summarily settle and decide the amount to be paid by each lessee and the amount so found due by each lessee shall be a lien to that extent on the lot or lots in default.

15. Before any improvements, repairs or new or additional works shall be made, erected or constructed in the Ottawa river as aforesaid, by the lessees, or any of them, for the controlling, raising or regulating the waters of the said river, plans and drawings showing the character and nature of such improvements, repairs or such new additional works, with a detailed estimate of the probable cost thereof, accompanied by an agreement signed by all the lessees as to the bearing or defraying the expense thereof, shall be submitted to the Minister for his approval, which must be obtained before such improvements, repairs or new or additional works are proceeded with.

16. In case any dispute shall arise among the said lessees, or any of them shall refuse to sign the said agreement in the preceding clause mentioned, or if for any other reason they may be unable to agree as to the expediency or necessity of improving, repairing or extending the said works, or making new works with the object of improving, increasing or better regulating and controlling the water of the said river for the general benefit of the lessees of the said hydraulic lots, the Minister of Public Works, at the request of the lessees of not less than one-third in number of the said hydraulic lots, shall summarily decide as to the expediency or necessity of making such improvements, repairs or new works, and his decision in writing shall be final and binding on all lessees of the said hydraulic lots, or persons interested therein, and the expenditure to be incurred in making such repairs, improvements or new or additional works shall be equally apportioned, so that each lot shall bear a one twenty-fifth part thereof, subject, however, to the provisions in the next clause contained.

17. If, however, in the opinion of the Minister, an equal apportionment would not be equitable or fair, then he may apportion the amount to be chargeable to each lot to be paid by the lessees thereof for the time being, and the Minister's decision in writing in all such cases shall be final, conclusive and without appeal.

18. The chief engineer or such other officer as may, from time to time, be appointed by the Minister, shall, at all reasonable times, either by day or night, have free access to the said lots, mills or factories, or any of them, for the purpose of examining the motors and machinery in use in any such mill or factory, the condition of the dams, flumes, sluices or other works, or for the purpose of ascertaining the quantity of water used or supplied through the same, or for any other matters or purposes which by these presents come under the supervision of the Minister or chief engineer.

19. In the apportionment of water or in the adjusting and settling of disputes arising between the said lessees, or any of them, by the Minister in respect to any of the matters which by these presents may be submitted to and dealt with by him, Her Majesty or Her successors, or the Government of Canada, shall not be put to any cost, expense or outlay whatever, but if any cost, expense or outlay is necessary the same shall be borne and be paid for by the lessees in such proportions as the Minister may in writing decide.

20. Each lessee shall, at his own cost and expense, keep and maintain any flume required for the use of the lessees, or any of them which may be in the front or rear of or upon his lot in good repair, strength and condition, and if at any time or times hereafter it shall be necessary or advisable to construct any new flume for the use of the lessees, or any of them, then each lessee directly interested shall bear and pay the expenses and cost incurred in the erection and construction of the portion thereof in front or rear of or upon his lot, and also the like proportion of all repairs, alterations, changes or amendments which may be made thereto.

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21. Her Majesty the Queen reserves to herself and Her successors the right to expropriate at any time the interest of the lessees, or any of them, for any public purpose whatever.

22. Provided that notwithstanding anything herein contained the Minister may, from time to time, and at all times hereafter, on the request in writing of the lessees of not less than one-third in number of the said lots, and at the expense of the lessees, make any improvements, additions or changes to existing works, or construct any new works, with the object of increasing the height or better regulating and controlling the water of the said river for the general advantage of the lessees of the said lots, and in any such case, and when and so often as the same shall happen from time to time, the cost and expense of all such repairs, additions or new works shall be apportioned by the Minister among the lessees of said lots in such manner as he shall decide (his decision in writing to be final, conclusive and without appeal), and the amount so apportioned against each lot shall be charged against such lot and the lessees thereof, and in case the same is not paid forthwith after such apportionment the amount shall be added to the rent then next payable, and the payment thereof may be enforced in the same manner as rent in arrear, and shall also be a lien to that extent on the lot or lots in default.

23. Provided further, and subject to the rights of the lessees in this instrument contained, that Her Majesty, Her successors and assigns, may, from time to time, and at all times hereafter, at Her or their own expense, make any improvements, additions or changes to existing works, or construct any new works which the Minister may consider necessary or advisable to further develop, increase or better regulate and render available the supply of water which has been reserved by Her Majesty as hereinbefore mentioned.

24. In case the said lessees, or any of them shall make default for thirty days in the payment of rent reserved, or in the payment of any other money incurred for repairs or new works, or otherwise, as herein provided, or in the observance or fulfilment of any of the covenants, provisoes, agreements, clauses or conditions of this lease, or in case the lessees, or any of them, shall refuse or neglect to fulfil or carry out any of the orders or directions in writing made or given by the said Minister or chief engineer, or such other officer as the Minister may appoint for that purpose, in respect to any of the matters or things herein provided, then the lease and lot in default shall become forfeited to Her Majesty, Her successors and assigns, and Her said Majesty and Her successors may thereupon re-enter on the said lot so in default, and all rights of the lessee under this instrument in respect of the said lot and lease so in default shall forever cease and determine.

25. In the event of the stoppage or diminution of the flow or supply of water of the said river, by reason of drought or repairs, improvements or alterations being made by the authority of the Minister or chief engineer, or by the lessees, or for the purpose of preventing any damage by means of extreme high water, or by frost or ice, or other uncontrollable cause, accident or act of God, or by reason of the making of any apportionment of water as hereinbefore provided for or from any other cause whatever, no abatement of rent shall be claimed or allowed by or to the said lessees, nor shall any claim for loss and damage arising therefrom, or from any other cause, matter or thing, be made, preferred or maintained by the said lessees, or any of them, against Her Majesty or Her successors, or against the Government of the Dominion of Canada in respect thereto.

26. The flumes now erected and in use on the said Chaudiere and Victoria island, in connection with the said hydraulic lots, and in use for the purpose of supplying water to the said lots, or any one or more of them, or for the purpose of floating saw-logs and other lumber from the said river to the mills or factories on the said lots, or any of them, shall be kept and maintained in an efficient and good state of repair by the lessees, and shall be renewed and rebuilt by the said lessees at their own expense

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from time to time, as may be necessary and directed to be done in writing by the Minister.

27. And the lessees, and each and every of them, may use the said flumes for the purpose of floating saw-logs and other timber through the same, and in case any dispute shall arise among the said lessees in respect to any of the matters in this paragraph contained the Minister may, on the application in writing by any lessee, inquire into the same and summarily decide the matter, and his decision rendered in writing shall be final, conclusive and without appeal, and bind all the parties interested therein.

28. All the leases herein granted shall be deemed to be granted at one and the same time, and no lessee shall be entitled to any privilege or priority in the use of the water, based merely on any priority in the order of the granting of such leases in this instrument.

29. On the expiration of the said term of twenty-one years from the first day of January, A.D. 1890, the period for which each of the said leases is granted, Her Majesty, Her successors and assigns, shall execute a renewal lease or leases of the said hydraulic lots and other the premises hereinbefore demised to the lessee or lessees respectively entitled thereto for the further term of twenty-one years at the same rent and with and subject to the same covenants, terms, conditions, provisoes, limitations and agreements, including this agreement for renewal, as are herein expressed and contained, and the said lease or leases shall be renewable forever at the expiration of every twenty-one years, at the same rent and with and subject to the same covenants, terms, conditions, provisoes, limitations and agreements, including this agreement for renewal as are herein expressed and contained, and every such renewal shall be deemed a continuation of this present demise.

30. In the event of the forfeiture of any lot or lots hereby granted under the provisions hereof it is hereby agreed and understood that such forfeited lot or lots shall be held by Her Majesty or Her successors, or by any subsequent grantee, upon the same terms and subject to the same conditions and provisions as such lot or lots is or are to be holden by the original lessee or lessees thereof in pursuance of these presents.

31. Nothing herein contained shall have the effect or be construed to have the effect of diminishing, impairing or interfering with the riparian water or other rights of the several proprietors of real estate on the north side of the said river, in the city of Hull, in the province of Quebec, nor shall anything herein contained effect or be construed to effect, limit or abridge the rights of Her Majesty or Her successors or the Government of Canada to deal with the government slide on the north side of the Ottawa river in the city of Hull, and the flow of water passing through the same, as Her Majesty or Her successors or the said government may think proper and advisable; and Her said Majesty or Her successors may at any time or times close the said slide partially or entirely, or use, sell or dispose of the same and the water or power appertaining or available in connection therewith, in such manner and at such time or times as Her said Majesty or Her successors may think advisable.

32. The lessees hereby agree with one another to be bound as between themselves by the foregoing provisions, and to keep and to observe the same.

33. The lessee or lessees covenants with Her Majesty, Her successors and assigns, to duly fulfil, observe, keep, perform and abide by all and every covenant, clause, condition, proviso and stipulation herein contained, which on his or their part are or ought to be fulfilled, observed, kept, performed and abided by.

34. The words 'demise or lease,' in this instrument used, shall not, nor shall anything herein, extend to or be deemed or construed to be either an express or implied warranting or covenanting for the title to the lands, water powers, rights and privileges hereby purporting to be demised, or of the right of the Crown, either at law or in equity, to demise or lease the same or any part thereof.

In witness whereof these presents have been signed, sealed and delivered by the said Minister and countersigned by the Secretary of the Department of Public Works of Canada on behalf of Her Majesty the Queen; and the said parties of the second,

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third, fourth, fifth, sixth, eighth, tenth, eleventh, twelfth, thirteenth, fourteenth and fifteenth parts have hereto respectively set their hands and seals, and the Vice-President of the Bank of Montreal, the party of the seventh part, hath hereto set his hand and the corporate seal of the said bank, and the president of the Bronsons and Weston Lumber Company, the parties of the ninth part, has hereto set his hand and the corporate seal of the said company, the day and year first above written.

Signed, sealed and delivered by the Minister
and countersigned by the Secretary of Public
Works of Canada, in the presence of
D. O'CONNOR,
Barrister at Law.

HECTOR L. LANGEVIN,
Minister of Public Works.
A. GOBEIL *Secretary.*

Signed, sealed and delivered by the parties
of the second, third, fourth, fifth, sixth,
seventh, eighth, ninth, tenth, eleventh,
twelfth, thirteenth, fourteenth and fifteenth
parts, in the presence of:

A. J. CHRISTIE,
Barrister at Law.

WM. G. PERLEY.
G. B. PATTEE.
GEORGE H. PERLEY.
C. BERKELEY POWELL.
J. R. BOOTH.
R. BLACKBURN.
ISABEL MCKAY.
F. M. MCKAY.
A. BALDWIN.
GEORGIANA M. PERLEY.
her
MARGARET x PETRIE.
mark

Signed, sealed and delivered in the presence
of:

D. C. ROBERTSON

As to

H. F. BRONSON, and
L. CRANNELL.

ANNIE H. PERLEY.
HELEN L. POWELL.
her
MELISSA x BALDWIN.
mark
MARY N. PATTEE.
MILTON W. MERRILL.
SUSIE E. MERRILL.
H. F. BRONSON, *Pres.*
L. CRANNELL, *Sc'y Treas.*

JOHN SMITH, of Montreal.

GEO. A. DRUMMOND,
Vice-President, Bank of Montreal.

OTTAWA, February 23, 1904.

A. GOBEIL, Esq.,
Deputy Minister, Department Public Works.

SIR,—I have the honour to transmit herewith a report by Mr. Superintending Engineer Geo. P. Brophy on an application made by Messrs. A. Rousseau & Co., for certain privileges at the Calumet falls on the Ottawa river.

Mr. Brophy states that in his opinion there is no objection to granting the privileges asked, viz., permission to cut a channel through the upper end of 'Slide Island'; to construct buildings, flumes, &c., necessary for the proper utilization of the water power thus secured; to erect a bridge; all as shown on plan attached to the report.

He, moreover, strongly recommends that the application be favourably entertained, and in such event, suggests that, before the matter is finally disposed of, the applicants be required to furnish proper plans by a competent engineer showing the exact location and area of the land applied for and other data in connection with the proposed works.

EUGENE D. LAFLEUR,
Acting Chief Engineer.

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OTTAWA, February 19, 1904.

SIR,—I have the honour to report, in connection with the inclosed application of Messrs. A. Rousseau & Co. for permission to make a cut through the upper end of 'Slide Island,' at the Calumet falls, on the Ottawa river, the location of said cut being shown in red on the plan accompanying the application; that, in my opinion, there is no objection to Messrs. Rousseau & Company being granted a lease of such portion of said Slide island as he may require for the purposes of his proposed business, as set forth in his application, and in connection therewith that he be permitted to excavate a channel for the purpose of conveying water for power purposes from A to B, as shown in red on the plan, and to erect such buildings, flumes, penstocks, &c., as may be necessary for the proper utilization of the water power.

The use of this water will not in any way affect the use of the slides for passing cribs of timber, and as the industry proposed by Messrs. Rousseau & Co. will, without doubt, prove of very great advantage to the town of Bryson, which is in close proximity to the mill site (and which is the county town of the county of Pontiac), as well as to the adjacent portions of the county, I would strongly recommend that the application be favourably considered.

Mr. A. Rousseau informed me that he had secured by purchase from the heirs of the late Mr. Duncan Carmichael the reversion of the lease held by him from the Public Works Department for a small island and certain water power situated in the basin at the foot of the first, or upper slide. This island is coloured red on the plan attached to Mr. Rousseau's application.

The mill, built originally by Mr. Carmichael about 1862-3, has not been used since about 1873 or 1874, and it is the intention of Messrs. Rousseau & Co. to repair and enlarge it and also to put in new and improved water-wheels and other machinery for the manufacture of lumber suitable for local uses, &c.

With respect to their application, also inclosed herewith, and dated February 18, 1904, for permission to erect a traffic bridge across the slide channel or basin at the place indicated by two red lines on the plan C. D., I am of opinion that such bridge is necessary in connection with his mill, and that permission to erect the same may be given without detriment to the slide works, provided that suitable guide booms shall be placed and maintained by Messrs. Rousseau & Co. in proper positions on either side of the main span or opening for the safe guidance of the cribs through same. Also that the said main opening shall not be less than 40 feet in the clear, with a clear headway under bridge of at least 9 feet measured from the highest water level in basin—the exact location of this opening to be decided by an engineer of the Department of Public Works, who will also give the necessary levels to secure the headway required for passing cribs of timber with their cabins, &c., under the bridge.

In connection with this application, should it be favourably considered by the Honourable the Minister, I would suggest that before the matter is finally disposed of the applicants be requested to furnish proper plans, made by a competent engineer, showing the exact location and area of the land applied for, also the exact location of the proposed canal or cut with longitudinal and cross-sections, depths, widths, and grades of the same with such other data respecting the flumes, penstocks, intakes and outlets for water, &c., as will enable your department to estimate, or at any future time ascertain, the quantity of water which it is proposed to utilize, or that is being utilized for power purposes.

It should also be provided that the applicants shall not in any manner obstruct the crib channels either above, below or between the first and third slides by booms of logs or by depositing the refuse or waste materials from their mills in the said channels or in such a manner that the same may be carried into those channels by the currents.

In connection with this matter I am assuming that 'Slide Island' is the property of the Crown, and that the department has the right to lease the land and water power proposed to be utilized by the applicants.

GEO. P. BROPHY.
Supt'g Eng'r, Ottawa River Works.

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OTTAWA, February 18, 1904.

GEO. P. BROPHY, Esq.,
Supt'g Eng'r, Ottawa River Works,
Ottawa, Ont.

SIR,—As requested by you, I herewith inclose you a duplicate of my application to the Secretary of Public Works for certain privileges at the head of the Calumet falls, dated June 11, 1903, the original letter having been destroyed by fire in January last, &c.

In connection with the same, I would ask that I be allowed to erect a bridge across the slide channel at the point indicated by two red lines on the plan. This bridge I find will be absolutely necessary in connection with my business in conveying materials to and from my mill.

I will construct the said bridge so that it will not in any way interfere with the free passage of cribs using the slide. The department's employees can have the free use of this bridge for their purpose.

Hoping to have an early decision on these matters.

A. ROUSSEAU & CO..
Per A. ROUSSEAU.

OTTAWA, June 11, 1903.

To the Secretary of the Department of Public Works,
Ottawa.

SIR,—We beg to advise you that we have acquired the Carmichael saw-mill, situated on Calumet island, on the Ottawa, and as it is not exactly located where it should be, we have decided to change its location, with the permission of your department, and we also beg you, therefore, to submit to the Honourable Minister of Public Works the following proposition:

'We will lease from the government the privilege to cut a channel at the upper slide between the old stable and shore, as shown on plan, to develop an artificial water power to run a saw-mill, and a barrel stave factory, &c., in close proximity of the town of Bryson.

As there is no industry of any kind either in Bryson or Portage Du Fort, it is at the request of the citizens of these localities that I make this application, which if granted, would no doubt be a benefit to them.

As a saw-mill at that point can only run a part of the year on account of the supply of raw material being limited, we hope the Honourable Minister will be pleased to make the rental nominal, and for a term of years which would encourage the purchase and putting up of improved machinery.

We may add that the department is interested in this change, where the Carmichael mill is situated, when the department needs timber prepared for repairing the upper slide, that timber has to be hauled up hill some distance, after that being floated against the current to cross the basin of the lower slide in reaching the highway. With the present proposed arrangement the timber will naturally float down to where it is required.

Another consideration which ought not to be overlooked, the saw-mill where located cannot run for more than seven months in the year, on account of the water being taken out of the slide for repairs, whilst with the proposed change the power will be constant, and there will be no more delay in filling the government order.

We inclose a blue print explaining more fully the object of the present request.

As to the value of the land necessary to locate the mill, your engineer will tell you that it is of no value, a bare piece of rugged rock.

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In the meantime we beg the Honourable Minister to continue to us the permission to run the above mill in its present location.

We have the honour to be, with consideration,

Your obedient servant,

A. ROUSSEAU & CO.

Duplicate.

OTTAWA, October 10, 1904.

The Chief Engineer,

Department of Public Works, Ottawa, Ont.

SIR,—Respecting the inclosed letter (without date), from Mr. A. Rousseau, of Montreal, inclosed in your letter No. 4181 of the 20th ultimo, applying for a transfer of the lease granted to Mr. Duncan Carmichael in 1862, by the Department of Public Works, of a certain water power at or near the Calumet slides on the Ottawa river. I desire to say that I do not see any objection to granting the request of Mr. Rousseau, provided, however, that the terms of the lease alluded to (of which I have no copy) contains such clauses as will properly protect the interests of the government and the lumbermen in respect to and in connection with the passage of timber cribs through the slides.

I inclose you a tracing of a plan showing the land, &c., leased to Mr. Carmichael in 1862, and I presume the original of the same, as well as the lease, is on record in your department. If you will send me the lease I will examine same and report whether in my opinion the terms of same are ample to protect the interests of the government, &c., as above mentioned.

GEO. P. BROPHY,

Supt'g Eng'r, Ottawa River Works.

Hon. C. HYMAN,

The Minister of Public Works.

SIR,—Having purchased the water privilege known as Carmichael saw-mill on the Calumet slide, county of Pontiac, which privilege he held by a lease with the government of Canada, in 1862, anterior to confederation. Please see documents and plan which will explain the case. I take the liberty to ask you if you would kindly continue the lease and give me a letter to that effect. I was under the impression lately that this property was under Mr. Préfontaine; but he told me the other day that I should apply to you and that he would see you in my behalf. I wrote him begging him to show you the plan and documents. Hoping you will grant my request, I remain,

A. ROUSSEAU.

90 St. James, Montreal.

OTTAWA, October 21, 1904.

A. GOBEL, Esq.,

Deputy Minister.

SIR,—In a letter to the Honourable the Minister, Mr. A. Rousseau, of Montreal, states that he has purchased the water privilege known as Carmichael saw-mill on the Calumet slide, in Pontiac county, which privilege Mr. Carmichael held under a lease granted by the government in 1862, and asks that the lease be now transferred to him. The matter was referred to Mr. Superintending Engineer G. P. Brophy, whose report I now have the honour to transmit.

Mr. Brophy states that he sees no objection to granting the request of Mr. Rousseau, provided the lease contains such clauses as will properly protect the interests of the department and the lumbermen in respect to and in connection with passage of timber through the slides. Having read the lease (which, with plan of land, &c., leased to Mr. Carmichael is herewith inclosed), Mr. Brophy wired from Montreal

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(telegram inclosed), that its condition fully protected the interests of the department and lumbermen, and that they should be embodied in the new lease or transfer to Mr. Rousseau.

I, therefore, have the honour to recommend that the lease to Mr. Carmichael be transferred to Mr. Rousseau.

EUGENE D. LAFLEUR,
Acting Chief Engineer.

DEPARTMENT OF PUBLIC WORKS, CANADA,
CHIEF ENGINEER'S OFFICE,
OTTAWA, February 16, 1905.

A. GOBEL, Esq.,
Deputy Minister, Department of Public Works.

SIR,—On file No. 272,850, which, with three others referring to the transfer of water privileges at Calumet, Ottawa river, be transferred from Mr. Carmichael to Mr. Rousseau, you ask 'what water power is there (expressed in h.p.) and what is its present value?' The matter was referred to Mr. Superintending Engineer G. P. Brophy, whose report I now have the honour to transmit.

Mr. Brophy states that the available water power at the site of the old Carmichael mill is approximately fifty horse-power, but that it fluctuates considerably during the season. He suggests that a yearly rental of say \$25 be charged Mr. Rousseau, for the ground coloured red on the plan in file No. 272,850, together with the water used by him, which suggestion I have the honour to recommend be carried out.

EUGENE D. LAFLEUR,
Chief Engineer.

Duplicate.

OTTAWA, February 15, 1905.

EUGÈNE D. LAFLEUR, Esq.,
Chief Engineer, Department of Public Works,
Ottawa.

SIR,—In reply to your letters Nos. 249 and 368 of the 18th and 24th ultimos, respecting a water-power at the Calumet falls, on the Ottawa river, applied for by Mr. A. Rousseau, I have the honour to report that the available water-power at the site of the old Carmichael mill is approximately fifty horse-power, but it must be borne in mind that the water available for power purposes fluctuates very considerably during seasons of high and low water, while during the winter season the supply is at times very limited, owing to accumulations of ice in the upper slide and at its entrance. The whole supply of water to this power has to come through the upper slide (see plan inclosed in the Carmichael lease, under cover of No. 272,850), and during the time timber is passing through the works, it has to be regulated to suit the cribs, so as to prevent their being damaged. Taking one month with the other, throughout the year, I am of the opinion that fifty horse-power would be a fair average of the power that can be utilized at that site; and as the Rousseau mill would be of much service in supplying the local demands of the farmers and villagers contiguous to the Calumet falls, I would suggest that a yearly rental of say twenty-five dollars be charged Mr. Rousseau, for the ground coloured red on the before-mentioned plan, together with the water used by him.

GEO. P. BROPHY,
Supt'g Eng'r, Ottawa River Works.

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DEPARTMENT OF PUBLIC WORKS OF CANADA.

CHIEF ENGINEER'S OFFICE.

A. GOBEIL, Esq.,

OTTAWA, July 3, 1905.

Deputy Minister, Department of Public Works.

SIR,—In file No. 279,182 herewith inclosed, Mr. A. Rousseau states that he intends to develop the Black river water power, and asks if he may put an iron flume from his saw-mill to the foot of the slide. The matter was referred to Mr. Superintending Engineer in Charge, G. P. Brophy, whose report I now have the honour to transmit.

Mr. Brophy states that the request of Mr. Rousseau may be allowed without detriment to the proper working of the slide and booms at High falls, on the Black river, in Waltham township, Pontiac county, P.Q. I would, however, call your attention to the last paragraph of Mr. Brophy's report recommending that, should Mr. Rousseau's request be granted, a lease be prepared containing the usual stipulations as to the right of the government to the full use of all the water required for slide purposes, and the non-interference by the lessees with the government works at that station, &c., also that any works undertaken by Mr. Rousseau or his assigns, under the said lease, shall be subject to the supervision and approval of the chief engineer of the department, and that a nominal rental be charged the lessees for the use of the land.

This report also covers the request of the Pembroke Electric Light Company, asking permission to lay a steel pipe on land owned by the government in the event of their purchasing a water power on the first chute, on Black river.

EUGENE D. LAFLEUR,

Chief Engineer.

OTTAWA RIVER WORKS OFFICE,

SUPERINTENDING ENGINEER'S OFFICE,

The Chief Engineer,

OTTAWA, June 29, 1905.

Department of Public Works,
Ottawa.

SIR,—Respecting the inclosed (No. 279,182, of May 26, 1905), letter from Mr. A. Rousseau, sent to me in yours of the 20th instant (No. 2681), I have the honour to report that in my opinion the request of Mr. Rousseau to be permitted to build an iron flume, &c., in the position shown on the accompanying plan 'A,' which plan is a tracing of a blue-print submitted to me by Mr. Rousseau some time ago, may be allowed without detriment to the proper working of the slide and booms at 'High Falls,' on the Black river, in Waltham township, Pontiac county, P.Q.

The slide and booms shown on the small plan 'B,' as well as the land shown in red thereon, were purchased by the government, on February 18, 1867, for \$12,500, from the late John Poupore. Mr. Poupore reserved the saw-mill and right of way thereto (see deed on record in the department, No. 9221, P.W. No. 4810).

The slide works have been maintained since date of purchase by the Department of Public Works, and are still in use, and will be required for many years to come, as the timber limits on the Black river are well stocked with valuable timber, and it is impossible to float logs, timber, pulp wood, &c., over or by this obstruction (High Falls), except by means of a slide as at present provided.

The plan 'A' shows the proposed location of the iron flume alluded to by Mr. Rousseau, as well as the location of the inlet basin, power-house, &c., &c., but as you will perceive by examining the plan, alternative schemes are shown thereon for the development of this power, and I am not aware which one it is proposed to adopt.

In connection with this matter, I desire to state that file No. 279545, transmitted to me in your letter No. 2793, of the 27th instant, is intimately connected with this matter, it being a letter from Mr. J. A. Thibodeau, manager, &c., of the Pembroke Electric Light Company, asking for permission to build a flume as proposed by Mr. Rousseau, his company having an option to purchase from Mr. Rousseau, as stated therein, which option I have been informed by Messrs. Rousseau and Thibodeau, expires in a few days.

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Mr. Rousseau also informed me that the Pembroke Electric Light Company desired to purchase his rights in the water power and to develop the same and transmit electricity to Pembroke, a distance of about fifteen miles, for light and power purposes, thus corroborating Mr. Thibodeau's statement, that it is intended to proceed with the work immediately, should permission be granted, as asked for by them.

In conclusion, I desire to say that I would recommend, should the Honourable the Minister decide to accede to the request of Mr. Rousseau, that a lease be prepared containing the usual stipulations as to the right of the government to the full use of all the water required for slide purposes, and the non-interference by the lessees with the government works at that station, &c., also that any works undertaken by Mr. Rousseau or his assigns, under the said lease, shall be subject to the supervision and approval of the chief engineer of the department, and that a nominal rental be charged the lessees for the use of the land.

GEO. P. BROPHY,

*Supt'g Eng'r, Ottawa River Works.**Duplicate.*

The Chief Engineer,

Department of Public Works.

OTTAWA, October 19, 1905.

SIR,—In further reference to my report of June 29 last, respecting the leasing of water power at the High falls on the Black river, P.Q., to Mr. A. Rousseau or his assigns, I desire to transmit you herewith file No. 280566, which contains my report of above date, and to report that I have marked on plan 'B,' attached to same file, a portion of the reserve owned by the government, and to state that in my opinion the lessees of the water-power may be permitted to erect their power-house on any portion of the reserve embraced within the area covered by the letters 'A,' 'B,' 'C,' 'D,' 'E,' 'F' and 'H' and 'A,' without detriment to the working of the slide, booms or works, at that station.

I also inclose you with this a memorandum covering some of the conditions that should be embodied in the lease, so as to insure the government's right in the future to the free use of the water, and the use of the land not occupied by the lessees' works or buildings, for a service ground in connection with any reconstruction or repairs that may be necessary to the government works in the future.

GEO. P. BROPHY,

Supt'g Eng'r, Ottawa River Works.

Memorandum in connection with Lease of Government Reserve at High Falls Station, on the Black River.

That the government will reserve the undisputed right to control such quantity of water as may be required for slide purposes, and the right of way for their employees, and for the lumbermen and their employees, in the discharge of their respective duties; and it is to be distinctly understood that the lessees will have no claim for damages by reason of the slide or lumbering operations interfering with the efficient working of their water-wheels or development of the water power.

The government further reserves the right to shut off the water by building cofferdams or otherwise, or make openings in any of the piers or dams, to lower the water in the river, in order to repair, construct or re-construct any of the works in connection with the slide, without any claims for damages, on account of these interferences with the 'head' of water in the river.

It is also clearly understood that the government retains the right to use, at all times, portions of the reserve, other than that occupied by the power-house of the lessees, for the purpose of piling and storing timber, plank, iron, &c., necessary for the slide works, or otherwise make use of the reserve from time to time, as necessity arises, in connection with the slide works.

G. P. B.

OTTAWA, October 19, 1905.